

Exhibit A

(Engagement Agreement)

THE LAW OFFICE OF  
**SUSAN B. JOLLIE**  
**7503 WALTON LANE • ANNANDALE, VIRGINIA 22003**

TELEPHONE (703) 354-8450  
FACSIMILE (703) 354-4945  
E-MAIL: sjollie@verizon.net  
NOT ADMITTED IN VIRGINIA

March 15, 2012

**VIA ELECTRONIC MAIL**

Southern Sky Air Tours dba  
Myrtle Beach Direct Air and Tours  
c/o Hank Torbert  
525 Decatur St, NW  
Washington, D.C. 20011

**Re: SUPPLEMENTAL AMENDED Retainer Agreement**

Dear Hank:

In accordance with my conversations with you and bankruptcy counsel for Direct Air, it is my understanding that you intend to secure approval for the Law Office of Susan B. Jollie to serve as special counsel to Southern Sky Air Tours dba Myrtle Beach Direct Air and Tours Direct Air (Direct Air). This letter sets forth the terms of my engagement to provide advice on regulatory matters and to represent Direct Air before the Department of Transportation. This agreement supplements and does not replace the retainer agreement dated March 16, 2012. Avondale Ventures and Hank Torbert personally remain obligated to pay an advance retainer that will be available to pay for any services relating to this engagement that are not paid by Direct Air. As required by the ethical rules of the District of Columbia Bar Association of which I am a member, I am writing to confirm representation by the Law Office of Susan B. Jollie and to set forth the fee arrangements by which representation will be provided.

**1. Fee**

In connection with the legal representation contemplated by this letter, the firm will charge an hourly fee of \$300.00 billable in increments of 6 minutes. The firm will provide an invoice on a monthly basis with a description of legal services rendered under this agreement and the reasonable and necessary reimbursable expenses incurred in the course of this representation.

**2. Reimbursable Expenses**

Expenses are not included within the scope of fee. Minimal costs relating to in-office reproduction, faxing, and telephone will be waived. Charges for copying, faxing, or telephone that are paid to third parties will be invoiced at cost. Expense and travel policies are set forth in the Attachment.

**3. Payment**

The firm expects that fees and expenses will be paid as administrative expenses and that

Direct Air's bankruptcy counsel will provide for the most expeditious means of securing payment for services that have been rendered under this agreement.

**4. Conflict of Interest**

The Law Office of Susan B. Jollie represents or has rendered legal services to airlines and charter operators, and other aviation-related clients. I see no material conflict of interest issues involved with respect to my advice and counsel to you concerning the scope of the representation that we have discussed. However, I will immediately advise you in writing if a potential for conflict of interest arises.

**5. Termination of Representation**

You, of course, have the right to terminate these services at any time. I also reserve the right to withdraw from this representation. My firm will be entitled to recover from you a reasonable fee for the services rendered prior to the termination or withdrawal. Finally, although you will be entitled to and will receive my best efforts, I cannot guarantee the outcome of any particular matter.

You may confirm the terms of this retainer agreement by signing below and returning a copy of the agreement. Given the nature of your needs, **I have commenced work on your behalf in reliance on your agreement to the terms and conditions of my representation as set forth in this letter.**

Sincerely,



Susan B. Jollie

By: Southern Sky Air Tours dba  
Myrtle Beach Direct Air and Tours



Hank Torbert

**ATTACHMENT "A"**  
**DISBURSEMENTS AND CHARGES**

Outlined below are the bases for the most common services charged to our clients. These are subject to change without notice.

Photocopy:	\$0.10 per copy or actual cost incurred
Facsimile:	\$1.00 per page sent for long distance facsimile transmissions, and no charge for local facsimile transmissions or actual cost incurred
Telephone:	Long distance charges at .06 cents per minute or actual cost incurred
Secretarial Overtime:	Actual secretarial compensation
Vendor Invoices:	Actual vendor invoice
Online Research Services: (Westlaw, Lexis, etc.)	Actual vendor invoice
Courier:	Actual vendor invoice
Postage:	Actual U.S. and foreign postal service rates
Travel:	Actual vendor invoice plus actual out-of-pocket expense